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NOT CIRCULATE

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A G R E E M E N T

between

DUNELLEN BOARD OF EDUCATION

AND

DUNELLEN EDUCATION ASSOCIATION

*Madison County*

For the School Years - 1975-1976  
1976-1977

P R E A M B L E

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
by and between the Board of Education of the Borough of Dunellen, New  
Jersey hereinafter called the "Board", and the Dunellen Education  
Association, Hereinafter called the "Association"..

W I T N E S S E T H:

WHEREAS, the Board and the Association recognizes and declare that  
providing a quality education for the children of the Dunellen School  
District is their mutual aim and that the character of such education  
depends predominately upon the quality and morale of the teaching  
service, and

WHEREAS, The members of the teaching profession are particularly  
qualified to advise in the processes designed to improve educational  
standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public  
Laws 1968 to negotiate with the Association as the representative of  
employees hereinafter designated with respect of the terms and  
conditions of employment, and

To work toward the attainment of this goal, it is also recognized  
that the joint efforts of the Board of Education and the Dunellen  
Education Association are required and that it is essential to  
fulfillment that they, through their respective representatives,  
engage in good faith negotiations on matters pertaining to terms  
and conditions of employment.

WHEREAS, the parties have reached certain understanding which they  
desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby  
agreed as follows;

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ARTICLE I  
RECOGNITION

- A. The board hereby recognizes the Dunellen Education Association as the exclusive representative for professional negotiations concerning the terms and conditions of employment for all certificated personnel under contract, employment by the board, including:

- |                        |                       |
|------------------------|-----------------------|
| 1. Classroom Teachers  | 5. Nurses             |
| 2. Librarians          | 6. Teachers-in-charge |
| 3. Department Heads    | 7. Social Workers     |
| 4. Guidance Counselors | 8. Special Services   |

But excluding:

- |                      |                                     |
|----------------------|-------------------------------------|
| 1. Principals        | 4. Janitorial and Custodial Workers |
| 2. Secretaries       | 5. Administrative Assistants        |
| 3. Cafeteria Workers | 6. Substitute Teachers              |
|                      | 7. School Psychologist              |

- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

- C. The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list and signed designation cards.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent professional employees in the district, the Board hereby recognizes the Association as the official negotiating agent for all certified personnel under contract employed by the district. The Association shall submit to the Board by December 1 of each year a notarized list of the active members of the Association.

This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

- D. The Association recognizes the Board as the duly elected representatives of the people of Dunellen and agrees only to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. This agreement incorporates the entire understanding of the parties. During the term of this agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- B. Beginning not later than October 8th of the school year in which this Agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel described in "Recognition" and shall be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the cause of negotiations. All agreements shall be subject to ratification by the membership of both parties.
- D. All issues proposed for negotiation shall be submitted in writing by the Association at the first meeting. The Board or its delegated representatives will present all counter proposals and all new proposals at the second negotiations meeting.
- E. Negotiations shall be conducted privately between the respective negotiating parties and all parties agree to keep the negotiations confidential until such time as an impasse may be declared by either party, by prohibiting unilateral press releases or other activities designed to exert outside influence on either party. All press releases shall be mutually agreed upon prior to release. This does not mean, however, that progress in negotiations or the lack of such progress cannot be reported to the association members or to the Board of Education. The Board may also confer with the Town Council.
- F. During the term of this agreement the Association and its officers, representatives and members will not cause, condone, or participate in any form of strike, work stoppage or any other interference with school operation.
- G. All parties agree to commence negotiation sessions at 8:00 P.M. and terminate no later than 11:00 P.M. unless both parties mutually agree to extend or change these time periods.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall be a claim by a teacher or a group of teachers based upon an alleged violation, interpretations, or application, or an administrative decision contrary to the specific provisions of this agreement.
2. Aggrieved person - An "aggrieved person" is the person or persons or the Association or the Board of Education making the claim.
3. Party in interest- A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.

1. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with level 3 of this procedure and all parties agree to abide by the decision made at that level.
2. A grievance and the procedure relative thereto, shall not be deemed applicable to:
  - a. Any rule or regulation of the state board of education.
  - b. Any rules pertaining to the internal management of the board.
  - c. A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
  - d. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required; however said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

### ARTICLE III

#### PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.
2. An employee and association representatives processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

#### LEVEL I

5. An employee shall first discuss his grievance with his building principal. The teacher may present his own appeal or designate a representative of the Association to appear with him at this step. Where the grievance concerns the grievant's immediate superior, the principal may have present at this hearing the individual's immediate superior. A decision shall be rendered by the principal within five (5) school days of said hearing.

#### LEVEL II

6. If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance;
  - (b) The results of the previous discussion;
  - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

PROCEDURE PAGE 2

9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing with reason, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event, a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may appeal to the Board of Education.

LEVEL III

11. Where an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:
  - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the grievant requests in writing, a hearing before the Board a hearing shall be held.
13. The Board shall make a determination within twenty(20) calendar days, except during October through February which shall be thirty (30) calendar days, from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination with reasons given. This time period may be extended by mutual agreement of the parties.

LEVEL IV

14. In the event an employee is dissatisfied with the determination of the Board he shall have the right to arbitration pertaining to the interpretation of this contract pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Law of 1968.



PROCEDURE - PAGE 3

A request for arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the parties and each of the parties shall bear their own costs.

15. (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
16. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.
- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignment and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined

ARTICLE IV  
BOARD'S RIGHTS

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by law, rules and regulations, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

ARTICLE V  
TEACHER RIGHTS

- A. A teacher in Dunellen Public Schools shall have such rights as he may have under New Jersey School Laws, Title i8A, or other applicable laws and regulations of the New Jersey State Board of Education and as indicated in Chapter 303, Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey or of the United States; that the Board shall not discriminate against any teacher by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. No teacher shall be prevented from wearing official jewelry of membership in the Association or its affiliates.
- C. It is further recognized that teachers in the Dunellen Public Schools shall have the right to join, or not to join the Association.
- D. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning discontinuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative from the Association present to advise him and represent him during such meeting or interview.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time, any available public information.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' dining room or suitable location.
- C. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association, Middlesex County Association, the New Jersey Education Association and the National Education Association shall be authorized by the building principal to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building principal.
- E. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- F. The association, upon approval of the building principal, or assistant principal, or in the absence of both, the Superintendent of Schools, shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use of needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and or loss of equipment resulting from Association use. The denial of the use of such equipment should not be for the purpose of interrupting the Association activities.
- G. The Association shall have the privilege to use inter-school mail facilities and school mail boxes as it deems necessary and so long as it does not interfere with school purposes.
- H. The Association may address the new teachers at the conclusion of the orientation program of new teachers.
- I. Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

## ARTICLE VII .

### THE SCHOOL YEAR

The school years of 1975-76 and 1976-77 shall be one hundred eighty-eight (188) days which shall consist of 183 days when students shall be scheduled for attendance and five additional days for the teachers. Two additional days may be required for personnel new to the school district prior to the opening of school. None of the aforementioned days are to include the New Jersey Education Association Convention.

The calendar for the ensuing year is to be issued to the faculty prior to the last day of school.

All in-service and/or faculty meetings will end at 4:30, except in the case of emergency.

ARTICLE VIII  
TEACHING HOURS AND TEACHING LOAD

- A. 1. The arrival time for teachers shall be fifteen (15) minutes before the opening of the pupils' school day.
    - a. Teachers who are repeatedly late will be penalized by loss of pay.
  2. The departure time for teachers shall be twenty (20) minutes after the close of the pupils school day. On Fridays and days before a holiday or vacation, the teacher's day shall end at the close of the pupils' day.
  3. a. Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help regardless of the above time periods.
    - b. In addition to the formal teaching day teachers will be required to attend faculty, grade level, departmental, curriculum and similar meetings as designated by either building principals superintendent of schools, or department chairmen, without the expectation of receiving additional compensation.
  4. The total in-school day for teachers shall not exceed seven (7) hours and twenty minutes (20), which shall include a duty free lunch period equal to that of the students.
  5. Any teacher who is required to work beyond the regular school year shall be compensated at 1/200th of annual salary per day. However, this does not apply to completing the requirements of the regular work year.
- B. 1. The administration shall endeavor to schedule all departmentalized teachers with a minimum of preparation wherever feasible.
  2. The administration shall endeavor to assign a teacher to no more than three teaching stations in a school day.
- C. Except in an emergency teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they notify the school office of their departure and return while school is in session.
- D. The notice of and agenda for any meetings called by the administration shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.

E. 1. Teachers in the elementary schools shall, in addition to their lunch period, not be assigned to any other duties during art, music, physical education.

2. a. Teachers in Dunellen High School shall be assigned preparation period each day.

b. Department Chairmen shall be assigned two preparation periods each day during which they shall perform their departmental duties.

F. Administration shall endeavor to make all extra-curricular assignments on a voluntary basis. Any disagreement as to assignment of extra duties may be grieved up to level 3 of the grievance procedure. Both parties agree to abide by the decision made at that level.

## ARTICLE IX

### CLASS SIZE

Both parties agree that the size of every class should be maintained at the level at which the teacher can effectively develop the skills and abilities of his students.

Class size shall be determined by the Board; however, any disagreement as to class size may be grieved up to level 3 of the grievance procedure and both parties agree to abide by the decision made at that level.



## ARTICLE X

### NON-TEACHING DUTIES

1. Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective principals.
2. Teachers shall be required to attend no more than five evening functions as assigned or directed each school year, except in an emergency
3. The Board shall maintain insurance in compliance with RS 18A: 16-6.
4. Teachers who use or might use their personal vehicles to transport students at any time must first furnish proof of Automobile Liability Insurance to the Administration before transporting any students in their personal vehicle.
5. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of eleven (14¢) per mile for the use of his automobile.

ARTICLE XI  
TEACHER EMPLOYMENT

- A. The Board agrees to hire only certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. (1) Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1975-1976 school year in accordance with paragraph 2 below.  
  
(2) Credit up to the 10 years (11th step) of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed 4 years (5th step) for military experience which shall be given upon initial employment. The Board at their discretion may exceed the above limits.
- C. Previously accumulated unused leave days will be restored to all teachers returning within a 2 year period.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than the Wednesday after the second Tuesday in April, and, in return, must notify the Board of their decision whether to accept or reject continued employment by the third Wednesday in April.
- E. Teachers eligible for the granting of tenure will be required to undergo a physical examination prior to the granting of tenure, said examination to be at the expense of the Board, and the results submitted to the Board by March First. Teachers will be notified in writing when the foregoing is required.

XII - SALARY SCHEDULE -- 1975-1976

	Bachelor	Bach. + 30	Master	Master + 30
1.	10,068	10,368	10,668	11,268
2.	10,268	10,568	10,868	11,468
3.	10,468	10,768	11,068	11,668
4.	10,768	11,068	11,368	11,968
5.	11,068	11,368	11,668	12,268
6.	11,368	11,668	11,968	12,568
7.	11,768	12,068	12,368	12,968
8.	12,168	12,468	12,768	13,368
9.	12,568	12,868	13,168	13,768
10.	13,068	13,368	13,668	14,268
11.	13,568	13,868	14,168	14,768
12.	14,068	14,368	14,668	15,268
13.	14,668	14,968	15,268	15,868
14.	15,798	16,098	16,398	16,998

Plan "B" of Board's Proposal of 8.5%

SALARY SCHEDULE 1976 - 1977

	BACHELOR	BACHELOR + 30	MASTER	MASTER + 30
1.	10,472.	10,790.	11,108.	11,744.
2.	10,672	10,990.	11,308.	11,994.
3.	10,884.	11,202.	11,520.	12,156.
4.	11,096.	11,414.	11,732.	12,368.
5.	11,414.	11,732.	12,050.	12,686.
6.	11,732.	12,050.	12,368.	13,004.
7.	12,050.	12,368.	12,686.	13,322.
8.	12,474.	12,792.	13,110.	13,746.
9.	12,898.	13,216.	13,534.	14,170.
10.	13,322.	13,640.	13,958.	14,594.
11.	13,852.	14,170.	14,488.	15,124.
12.	14,382.	14,700.	15,018.	15,654.
13.	14,912.	15,230.	15,548.	16,184.
14.	16,745.	17,063.	17,381.	18,017.

6% of 1975-76 Plan "B"

# EXTRA DUTY SALARY GUIDE

POSITION		'75-'76	'76-'77
Football Coaches:	Head.....	1,375	1,485
	Assistants.....	900	975
Basketball Coaches:	Varsity Boys.....	1,200.	1,300.
	Varsity Girls.....	600.	1,300.
	J.V. Boys.....	800.	865.
	J.V. Girls .....	425.	865.
	Freshman Boys.....	800.	865.
	7th & 8th Boys.....	350.	380.
Baseball Coaches:	Varsity.....	1,050.	1,135.
	J.V.....	725.	785.
Softball Coaches:	Varsity.....	600.	1,135.
	J.V.....	--	785.
Wrestling:	Varsity.....	1,050.	1,135.
	J.V.....	725.	785.
Track Coaches:	Head.....	1,050.	1,135.
	Assistant.....	725.	785.
Cross Country.....		650.	705.
Tennis .....		300.	325.
Golf.....		425.	460.
Intrmurals (7th and 8th).....		300.	325.
Gymnastics:	Head.....	350.	380.
	Assistant.....	250.	270.
Cheer Leader	Advisor.....	500.	540.

EXTRA DUTY SALARY GUIDE (cont'd)

POSITION	1975-'76	1976-'77
Yearbook: Advisor .....	550.	700.
Assistant.....	225.	300.
Newspaper Advisor.....	450.	485.
Vocal Music Director .....	775.	840.
Instrumental Music: Director.....	700.	755.
Assistant.....	300.	325.
Literary Magazine Advisor.....	275.	295.
Student Council Advisor.....	450.	485.
Senior Class Advisor.....	500.	540.
Director of Dramatics.....	525.	570.
Student Council (7th & 8th).....	300.	325.
A.V. Co-ordinator: High School.....	500.	540.
Elementary.....	325.	350.

## ARTICLE XII

### PART III

- A. Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.
- B. This shall not be subject to the grievance procedure.
- C. If he so desires the teacher shall have a hearing before the Board prior to appealing to the commissioner.
- D. Such withholding of increment shall be for one (1) year only. At the end of that year the teacher will be placed on his proper step of the salary guide.

## ARTICLE XII

### PART II

- A. Teachers employed on a ten month basis shall be paid in twenty equal semi-monthly installments.
- B. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- C. The Board further reserves all rights pertaining to salaries which are provided to the Board under Title 18A of New Jersey Statutes, as amended, and interpreted by the decisions of the Commissioner of Education, State Board of Education, and the courts of New Jersey, and incorporate all applicable sections of said Title as a part hereof.
- D. Teachers shall receive their salary adjustments upon submitting proof of their completion of requirements for a new salary classification provided requirements are completed by August 31 and notice given to the superintendent by September 15. The salary adjustment shall be retroactive to September 1.
- E. Teachers being paid for supervising extra duty assignments have the option of electing one of three payment plans.
  - 1. Full payment upon completion of assignment.
  - 2. Two equal payments of the assignment. One in the middle of the assignment and one at the end of the assignment.
  - 3. Payment in ten equal monthly installments.
- F. Each teacher shall receive his final pay and the salary guide for the following year if it has been agreed on by the Board of Education and the Dunellen Education Association on the last check out day in June.



## ARTICLE XII

### PART III

- A. Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.
- B. This shall not be subject to the grievance procedure.
- C. If he so desires the teacher shall have a hearing before the Board prior to appealing to the commissioner.
- D. Such withholding of increment shall be for one (1) year only. At the end of that year the teacher will be placed on his proper step of the salary guide.

ARTICLE X III  
TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and of their tentative building and room assignments for the forthcoming year not later than June 1st, providing this information is available. If this information is not available, the Association shall be provided with a reasonable explanation.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day and who therefore use their own automobiles to travel to and from one school to another shall be reimbursed for all such travel at the rate of 14¢ per mile. Payment shall be made at the end of the school year or upon termination of employment or going on leave. A log will be maintained and submitted to the Business Office at the end of each month.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments, are proposed after June 1, the Association and any teacher affected shall be notified in writing and, upon the request of the teacher and the Association, the changes shall be reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein up to level 3 and both parties agree to abide by the decision made at that level.

## ARTICLE XIV

### NOTICE OF VACANT POSITIONS

- A. When school is in session, all vacancies in professional positions including specialists and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal government, administrative-supervisory levels, paid extra-curricular activities and summer or evening positions will be submitted in writing to the President and Building Representatives of the Association prior to a general announcement to sources outside the school system.
- B. All applications shall be acknowledged in writing.
- C. Teachers who desire to apply for a professional position when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, a copy for each building of vacant professional positions to be filled shall be given to the President of the Association, who shall acknowledge receipt of same in writing.
- D. In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be generally set forth. When qualifications set forth for a particular position are changed the Association shall be notified in advance of such changes.
- E. All certified teachers shall be given adequate opportunity to make application for such positions.

## ARTICLE XV

### SICK LEAVE

A teacher who is under contract with the Board of Education shall be allowed a total of ten days of sick leave annually in accordance with the provisions of the State School Statutes and local Board of Education rules and regulations pertaining thereto.

#### Teachers Leave of Absence for Health Reasons

1. A leave of absence for one year without pay may be granted to a tenure teacher because of ill health which renders him unable to properly fulfill the duties and responsibilities of his teaching assignment.

This regulation is not intended to supersede or conflict with the ten day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted will be for a period of not more than one school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of his leave of absence may reapply for a second year's leave by submitting an application 60 days prior to the expiration date of the existing leave.
3. The procedure which shall be used in implementing this policy shall be as follows:
  - a. A written request by the applicant to the Board of Education through the Superintendent of Schools.
  - b. A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
  - c. Upon receipt of the application the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist including psychiatrist, of its own choice who shall report his (their) findings and render professional advice to the Board of Education. Such costs shall be borne by the Board.
  - d. The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
  - e. Before resuming his teaching duties following a leave of absence the teacher shall submit to the Board of Education a doctor's certificate indicating that he has been discharged by his attending physician. The Board of Education reserves the prerogative of having the teacher examined by a doctor(s) of its choice before the teacher is reinstated in his teaching position. Such costs shall be borne by the Board.

ARTICLE XV - SICK LEAVE CONTINUED

4. A teacher returning from a leave will be placed on salary guide in accordance with the following:
  - a. If he has taught at least four calendar months of the school year, he shall be given one-half increment.
  - b. If he has taught at least seven calendar months, he shall be given a full increment.
5. A teacher who exceeds his allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his annual salary for each day of said excess.
  - a. Any case where this deduction is applicable, the Board at its discretion may grant additional sick leave benefits.
  - b. The Board shall notify the Association of its decision.
  - c. At the request of the Association representatives of the Association shall meet with the Board to discuss the Board's action in the case.
  - d. Any decision made concerning such extended sick leave benefits shall not be subject to the grievance procedure.
6. All teachers shall also be given the written accounting of accumulated sick leave each year.

## ARTICLE XVI

### TEMPORARY LEAVES OF ABSENCE

- A. As to the beginning of the 1972-1973 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. A total of three (3) days leave of absence for personal business, legal business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall check one of the four general reasons stated above for taking such leave on the request form for record keeping purposes only, except the day before and/or after a holiday, on consecutive days and for the third time in a school year, in which case a specified reason may be approved by the superintendent.
  2. (a) Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.  
  
(b) Summons to court for other than personal reasons.
  3. (a) Up to five (5) days at any one time in the event of death of a teacher's spouse, child grandparents, parent, brother, sister, and any relative residing in the immediate household.  
  
(b) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.  
  
(c) Up to a total of five (5) days in any one school year, in the event of serious illness of the relatives defined in 4a.  
  
(d) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in event of serious illness to relatives defined in 4b.
  4. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence for maternity may be granted to instructional personnel of the Dunellen School System in accordance with the regulations which apply thereto.
- B.
  - 1. A teacher requesting maternity leave of absence shall submit a written request to the Superintendent, through the office of her building principal, at the earliest possible date not later than sixty days prior to the effective date of the leave.
  - 2. Termination date of the leave shall be September 1st of the school year following the child's first birthday.
  - 3. A maternity leave of absence shall be granted without pay.
  - 4. A teacher returning from maternity leave shall be placed on the salary guide according to the following procedure:
    - a. If she has taught at least four calendar months of the school year she shall be given one-half increment.
    - b. If she has taught at least seven calendar months. she shall be given full increment.
  - 5. Unused accumulated sick leave shall be restored to tenure and non-tenure teachers returning to the system within two years.
- C. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- D. Teachers may be granted a leave of absence without pay for educational purposes on approval of the Superintendent providing that a suitable substitute can be found. Teachers on an extended leave of absence for educational purposes will be eligible for tuition reimbursement for courses taken during the leave in accordance with Board policy.

## ARTICLE XVIII

### HEALTH INSURANCE

The Board agrees to provide during the term of this Agreement and make available to each eligible teacher, his spouse and unmarried dependent child, a program of hospital, medical, and surgical insurance as provided by the Blue Cross-Blue Shield, Rider J, and major medical insurance coverage or equivalent program.

The Board agrees to pay the full premium for eligible teachers working half-time or more for full individual health insurance coverage as described above. Effective September 1, 1973, the Board agrees to pay the full cost of the premiums for eligible teacher's dependents (spouse and unmarried dependent children).



## ARTICLE XIX

### PERSONAL AND ACADEMIC FREEDOM

It shall be the sense of this Agreement that the Board intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgement in the instructional program of the district.

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may prevent the teacher from performing properly his assigned functions, or detract from his professional image.

ARTICLE XX  
MISCELLANEOUS PROVISIONS

- A. This agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law; then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual member of the Association, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- D.
  - 1. The Agreement shall be prepared for printing by the Association.
  - 2. The Board will bear the cost of materials if the contract is reproduced locally.
  - 3. If reproduced professionally the cost will be shared by the Association and the Board.
  - 4. The Board shall receive seventy-five copies of the Agreement and the Association shall receive as many copies as they require.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter return receipt requested at the following address:
  - 1. If by Association, to the Board at 434 Dunellen Avenue, Dunellen, New Jersey 08812
  - 2. If by Board, to Association to the home of the incumbent President of the Dunellen Education Association.
- F. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XXI  
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1975 and shall be continued in effect until August 31, 1977 subject to the Association's right to negotiate a successor Agreement.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

\_\_\_\_\_  
ASSOCIATION DUNELLEN BOARD OF EDUCATION

BY Paula Longman BY Francis X. Bulat  
Its President Its President

BY Barbara Hepburn BY Gerold A. Kefauver  
Its Secretary Its Secretary  
12/9/75

SALARY GUIDE - 1976 - 1977

<u>STEP</u>	<u>Library Secretary</u>	<u>Vice-Principal Guidance Sec.</u>	<u>Elementary Spec. Services</u>	<u>High School Principal</u> -12
1	\$ 4750	\$ 5000	\$ 5200	\$ 6480
2	4900	5100	5300	6600
3	5000	5200	5400	6720
4	5100	5300	5500	6840
5	5200	5400	5600	6960
6	5400	5600	5800	7200
7	5600	5800	6000	7440
8	5800	6000	6200	7680
9	6000	6200	6400	7800
10	6200	6400	6600	8160
11	6400	6600	6800	8400
12	6700	6900	7000	8640
13	7100	7300	7400	9120
14	7400	7600	7800	9600
15	7850	8050	8250	10130

Kevin,  
Pls. staple on  
back of front page.  
Thank you  
P.L.

## TEMPORARY LEAVES OR ABSENCE

A As of the beginning of the 1976-77 school year, secretaries shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. (a) A total of three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the secretary's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the general reason for taking such leave. The reason shall be subject to the approval of the building principal and the Superintendent of Schools.

(b) Summons to court for matters relating to the school district.

2. (a) Up to five (5) days at any one time in the event of death of a secretary's spouse, child, parent, brother, sister, grandchildren and any relative residing in the immediate household.

(b) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in the event of death of son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, and father-in-law.

(c) Up to a total of five (5) days in any one school year, in the event of serious illness of the relatives defined in 2a.

(d) With the approval of the Superintendent of Schools, up to five (5) days at any one time in event of serious illness to relatives defined in 2b.

3. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1976, and shall be continued in effect until June 30, 1977.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

BY

*Ellen McLean*  
President

BY

*Jean Nagy*  
Secretary

DUNELLEN  
BOARD OF EDUCATION

BY

*James X. Gelsat*  
President

BY

*Donald A. Mefanchi*  
Secretary

12/9/75